

Non-Governmental Bodies
Draft Definition and Requirements
4/30/07 Revised Draft

- A. The City must include Sunshine requirements for non-governmental bodies in contracts with the following characteristics:
1. the contractor operates or maintains a City facility with a value of over \$1,000,000;

Partial List of Entities:

Catholic Charities (Operates Washington Youth Center)
American Musical Theater of San Jose
San Jose Repertory Theatre
Mexican Heritage Corporation
San Jose Stage Company
The Tech Museum of Innovation
San Jose Museum of Art
San Jose Sports Authority
Children's Discovery Museum of San Jose
AMPCO
Central Parking Systems
Dolce International (operates the Hayes Mansion)
Logitech Ice
History San Jose (operates History Park at Kelley Park and the Peralta Adobe and Fallon House Complex)
Los Lagos LLC (Los Lagos Golf Course Operator),
Team San Jose (operates the Convention and Cultural Facilities)
San Jose Downtown Association (via Business Improvement District Funds manages effort for City/downtown benefit)
San Jose Convention and Visitors Bureau

OR

2. the contractor receives, per City fiscal year from the City or Agency, at least the amount of the City Manager's contract authority set forth in San Jose Municipal Code Section 4.04.020(A)(3)(c); **(currently \$250,000 for professional services)**

AND

- a. the contractor provides direct services including:
 - i. police services
 - ii. fire services
 - iii. sewage treatment and water utility services
 - iv. garbage collection services
 - v. street maintenance services
 - vi. library services

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Partial List of Entities:

*Greenwaste recovery (yard trimmings collection),
Greenwaste recovery (solid waste collection public litter)
Greenteam (solid waste collection @ city facilities)
Norcal Waste Systems
Browning-Ferris Industries of CA
San Jose Water Company
Great Oaks Water Company*

OR

b. the contractor provides support services to the City that significantly impacts public access to property owned or leased by the City or prevents substantial damage to property owned or leased by the City. [The intent is to capture, among other things, airport taxi and shuttle services, airport concessions, custodial and landscaping services - to the extent that non-performance of the services would prevent the public from accessing property owned or leased by the City - and security services.]

Partial List of Entities:

*National Security Industries (city-wide security services)
Aviation Safeguards (airport terminal support services)
Taxi San Jose
Airport Shuttle
Universal Maintenance (Transit Mall maintenance)
National Security (WPCP security)
GCA Services Group (city-wide custodial services)
Bond Blacktop (slurry seal)
San Jose Conservation Corps
Union City Construction (asphalt paving installation)
Ray Scheidts Electric, Inc.
Rosendin Electric Inc. (electrical service)
Lopes Electric (electrical service)
Cupertino Electric (electrical service)*

Proposed Requirements

- B. Every City contract and RFP or RFQ will indicate clearly whether the contractor will be subject to Sunshine requirements and fully describe those requirements. Existing contracts will not be covered until they are renewed (if the contract includes options, Sunshine requirements must be incorporated within 3 years) or amended at which time Sunshine requirements will be incorporated as specified. If a contract expires in more than 3 years, the contractor should be encouraged to agree to amend the contract to include the Sunshine requirements for no additional consideration.

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- C. Every contractor subject to Sunshine requirements must be assigned to a policy body to which the contractor will submit the reports described in Section D. When a contractor has more than one contract which, in the aggregate totals the amount of the City Manager's contract authority set forth in Section 4.04.020(A)(3)(c), the City must assign the contractor to one primary policy body and consolidate the reports from that contractor for presentation to that policy body.
- D. Sunshine requirements to be included in contracts include the following:
 - 1. The contractor will provide written reports to the policy body indicating compliance with contract requirements annually;
 - 2. The contractor will provide supplemental written reports to the policy body whenever it takes an action denoted in the contract as "Sunshine Policy Issue" as described in Section E.
 - 3. Upon a determination by the Policy Body that the report on a Sunshine Policy Issue requires public discussion, the contractor must attend a public meeting of the Policy Body to present the reasons for its action and answer questions.
- E. Sunshine requirements to be included in contracts must define appropriate Sunshine Policy Issues for that service. Sunshine Policy Issues should include the following types of actions, tailored to the specific nature of the service provided by the NGB:
 - 1. Changes in revenue or expenditures that would affect the NGB's status as a going-concern;
 - 2. Changes in levels of service of a type and scale that affects the performance of the contract in a substantial manner;
 - 3. Changes in allocation of service to different areas or populations that affects the performance of the contract in a substantial manner;
 - 4. Changes in the number or qualifications of staff that jeopardize the ability of the NGB to fulfill the obligations of the contract;
 - 5. Changes in activities that maintain or preserve public facilities and/or property of a type or scale sufficient to impede public use of those facilities or to jeopardize the physical integrity of the facility;
 - 6. Actions that place the City or public at risk of financial loss, property damage, or personal injury beyond those risks normally associated with responsible delivery of the contracted service.